



Order under Section 69 Residential Tenancies Act, 2006

Citation: Giselle Foundation v Piraino, 2026 ONLTB 8745

Date: 2026-02-04

File Number: LTB-L-088986-25

In the matter of: 424, 1277 WILSON AVE.
NORTH YORK ON M3M1K1

Between: Giselle Foundation Landlord

And

Maria Piraino Tenant

Giselle Foundation (the 'Landlord') applied for an order to terminate the tenancy and evict Maria Piraino (the 'Tenant') because the Tenant did not pay the rent that the Tenant owes.

This application was heard by videoconference on January 22, 2026.

The Landlord's representative, Emily Barbati, the Tenant's representative, Oriel Varga, and the Tenant attended the hearing.

Determinations:

1. David Connor was listed as a respondent to the Landlord's application. The Tenant provided documentation showing that Mr. Connor is deceased. Therefore, he is removed as a respondent to the Landlord's application.
2. The Landlord served the Tenant with a valid Notice to End Tenancy Early for Non-payment of Rent (N4 Notice). The Tenant did not void the notice by paying the amount of rent arrears owing by the termination date in the N4 Notice or before the date the application was filed.
3. The Tenant's representative argued that the Landlord's N4 Notice was invalid on the basis that it did not accord with a separately provided ledger that the Landlord gave to the Tenant. This ledger was not served alongside the N4 Notice. The ledger was assessed at the hearing and the Landlord's legal representative spoke to the calculation of the arrears on the N4 Notice. I was satisfied with the Landlord's explanation of its bookkeeping and am satisfied that the N4 Notice correctly states the arrears. The N4 Notice itself is not confusing: the amount of arrears listed are clear. Therefore, the notice is valid.
4. As of the hearing date, the Tenant was still in possession of the rental unit.

5. The lawful rent is \$1,526.03. It is due on the 1st day of each month.
6. Based on the Monthly rent, the daily rent/compensation is \$50.17. This amount is calculated as follows: \$1,526.03 x 12, divided by 365 days.
7. The Tenant has not made any payments since the application was filed.
8. The rent arrears owing to January 31, 2026, are \$6,669.96.
9. The Landlord incurred costs of \$186.00 for filing the application and is entitled to reimbursement of those costs.
10. The Landlord collected a rent deposit of \$1,375.00 from the Tenant and this deposit is still being held by the Landlord. The rent deposit can only be applied to the last rental period of the tenancy if the tenancy is terminated.
11. Interest on the rent deposit, in the amount of \$163.72 is owing to the Tenant for the period from August 1, 2019, to January 22, 2026.
12. I have considered all of the disclosed circumstances in accordance with subsection 83(2) of the *Residential Tenancies Act, 2006* (the 'Act'), including whether the Landlord attempted to negotiate a repayment agreement with the Tenant and find that it would not be unfair to postpone the eviction until June 30, 2026, pursuant to subsection 83(1)(b) of the Act.
13. The Tenant testified about her financial circumstances at the hearing. She testified that she has recently taken in a roommate to contribute money toward the rent and that a second roommate was scheduled to move in at the beginning of February 2026. A letter from each of these roommates indicates that they plan to provide the Tenant with \$600.00 each per month to contribute to the rent. Neither individual was present to testify at the hearing.
14. The Tenant provided documentary evidence showing she receives approximately \$1,700.00 from OAS and CPP payments each month, as well as \$733.00 in allowances from the City of Toronto.
15. The Tenant also provided information about her age, medical conditions, and the difficulties she would face in securing new housing.
16. In my view, it would be unfair to the Landlord to establish a payment plan. Despite receiving approximately \$2,400.00 in benefits payments in December 2025 alone, the Tenant has not made any payments to the Landlord since this application was filed on October 22, 2025. The \$1,200.00 that she plans to receive from roommates each month is speculative – these arrangements are very recent – and cannot, in my view, be relied upon as a steady source of income to pay the rent.
17. All that being said, I acknowledge that the Tenant is elderly, has several medical conditions that require regular care, and may face difficulty obtaining new housing. Therefore, I have postponed the eviction date of this order to April 30, 2026. This provides the Tenant with some additional time to either pay off the arrears or arrange for alternate housing. Given the testimony I heard about the Tenant's income, I am satisfied that – at a

minimum – she should be able to pay the rent on an ongoing basis, thus limiting the prejudice of the delay to the Landlord.

It is ordered that:

1. The tenancy between the Landlord and the Tenant is terminated unless the Tenant voids this order.
2. **The Tenant may void this order and continue the tenancy by paying to the Landlord or to the LTB in trust:**
 - \$6,855.96 if the payment is made on or before February 28, 2026. See Schedule 1 for the calculation of the amount owing.

OR

 - \$8,381.99 if the payment is made on or before March 31, 2026. See Schedule 1 for the calculation of the amount owing.

OR

 - \$9,908.02 if the payment is made on or before April 30, 2026. See Schedule 1 for the calculation of the amount owing.
3. The Tenant may also make a motion at the LTB to void this order under section 74(11) of the Act, if the Tenant has paid the full amount owing as ordered plus any additional rent that became due after April 30, 2026, but before the Court Enforcement Office (Sheriff) enforces the eviction. The Tenant may only make this motion once during the tenancy.
4. **If the Tenant does not pay the amount required to void this order the Tenant must move out of the rental unit on or before April 30, 2026.**
5. If the Tenant does not void the order, the Tenant shall pay to the Landlord \$5,317.24. This amount includes rent arrears owing up to the date of the hearing and the cost of filing the application. The rent deposit and interest the Landlord owes on the rent deposit are deducted from the amount owing by the Tenant. See Schedule 1 for the calculation of the amount owing.
6. The Tenant shall also pay the Landlord compensation of \$50.17 per day for the use of the unit starting January 23, 2026, until the date the Tenant moves out of the unit.
7. If the Tenant does not pay the Landlord the full amount owing on or before April 30, 2026, the Tenant will start to owe interest. This will be simple interest calculated from May 1, 2026, at 4.00% annually on the balance outstanding.
8. If the unit is not vacated on or before April 30, 2026, then starting May 1, 2026, the Landlord may file this order with the Court Enforcement Office (Sheriff) so that the eviction may be enforced.

9. Upon receipt of this order, the Court Enforcement Office (Sheriff) is directed to give vacant possession of the unit to the Landlord on or after May 1, 2026.

February 4, 2026
Date Issued

Jeremy Henderson
Member, Landlord and Tenant Board

15 Grosvenor Street, Ground Floor
Toronto ON M7A 2G6

If you have any questions about this order, call 416-645-8080 or toll free at 1-888-332-3234.

In accordance with section 81 of the Act, the part of this order relating to the eviction expires on October 1, 2026, if the order has not been filed on or before this date with the Court Enforcement Office (Sheriff) that has territorial jurisdiction where the rental unit is located.

Schedule 1
SUMMARY OF CALCULATIONS

A. Amount the Tenant must pay to void the eviction order and continue the tenancy if the payment is made on or before February 28, 2026

Rent Owing To February 28, 2026	\$6,669.96
Application Filing Fee	\$186.00
Total the Tenant must pay to continue the tenancy	\$6,855.96

B. Amount the Tenant must pay to void the eviction order and continue the tenancy if the payment is made on or before March 31, 2026

Rent Owing To March 31, 2026	\$8,195.99
Application Filing Fee	\$186.00
Total the Tenant must pay to continue the tenancy	\$8,381.99

C. Amount the Tenant must pay to void the eviction order and continue the tenancy if the payment is made on or before April 30, 2026

Rent Owing To April 30, 2026	\$9,722.02
Application Filing Fee	\$186.00
Total the Tenant must pay to continue the tenancy	\$9,908.02

D. Amount the Tenant must pay if the tenancy is terminated

Rent Owing To Hearing Date	\$6,669.96
Application Filing Fee	\$186.00
Less the amount of the last month's rent deposit	- \$1,375.00
Less the amount of the interest on the last month's rent deposit	- \$163.72
Total amount owing to the Landlord	\$5,317.24
Plus, daily compensation owing for each day of occupation starting January 23, 2026	\$50.17 (per day)
**Ongoing daily compensation continues to accumulate until the total amount owing (excluding costs) is \$50,000.00.	

